Ct. 1319. But where two or more persons sign a note reading "I promise to pay", there is a joint and several liability. *Dederick v. Barber,* 44 Mich. 19; *Dill* v. *White,* 52 Wis. 169; *Salomon* v. *Hopkins,* 61 Conn. 47; *Arbuckle* v. *Templeton,* 65 Vt. 205. So the words of promise in the instant note, "I, we and each of us", undoubtedly would be held sufficient to make a joint and several liability, if signed by individuals only. But where the corporation name is first signed, and is then followed by the names of the officers with their official titles, the presumption of several liability is not strong. The court in *Lumley* v. *Kinsella Glass Co.* 85 Ill. App. 412, said there then existed a presumption of law that the note was both that of the corporation and the officer, *provided* a contrary *intent* was not apparent from the face of the note. Would not the fact that the corporate seal was attached show such contrary intent? At least it would be a strong circumstance to show the note a corporation note only. *Guthrie* v. *Imbrie,* 12 Ore. 182, 6 Pac. 664; *Scanlon* v. *Keith,* 102 Ill. 634; *Musser* v. *Johnson,* 42 Mo. 74, 97 Am. Dec. 316. Also, practically all the later cases show a dismissal of the presumption entirely, and either an admission of parol evidence to clear up the ambiguity, or a holding that the intent is plainly shown on the face of the note that the corporation alone is to be bound. As to the admission of parol evidence, see *Kean* v. *Davis,* 21 N. J. Law 623, and *Hale* v. *Peirce,* 32 Md. 327. In direct accord with the instant case, holding that there is no liability upon the officers, are *Liebscher* v. *Kraus,* supra; *Gleason* v. *Sanitary Co.,* 93 Me. 544, 45 Atl. 825; *Wilson* v. *Fite,* (Tenn. Ch. 1897), 46 S. W. 1056; *Aungst* v. *Creque, 72* Ohio St. 551, 74 N. E. 1073; *Williams* v. *Harris,* 198 Ill. 501, 64 N. E. 988. In each of these cases, with the exception of the last, no such word as "by" or "per" was used. Those words were deemed necessary in the early English cases, and there is some authority to that effect in this country, but the better authorities (as mentioned and approved in the cases last cited) now deny such necessity.

CARRIERS—TRANSIT PRIVILEGES AS A MEANS FOR DISCRIMINATION.—Complainant was engaged in Knoxville, Tenn., in the manufacture of a saccharine feed, the constituent parts of which were mixed corn and oats to the extent of 50% of the whole, other elements forming the remainder. The corn and oats were shipped from points north of the Ohio River through Cincinnati and Louisville; the other elements were shipped into Knoxville from points in the south. The resulting product was shipped from Knoxville to points east under the terms of a private agreement with the defendant. The essential terms of this agreement were as follows: the shipments of the corn and oats and the other constituent elements were to be made to Knoxville at the local rates from the points of shipments to Knoxville, and the finished product, feed, was to be shipped therefrom at the proportional through rate from Cincinnati and Louisville on oats and corn, thus in effect allowing a milling-in-transit privilege to the corn and oats and also to the other constituent elements, as if they had been shipped from the same points as the oats and corn. The difference between the sum of the inbound rates on the raw material and the proportional outbound rate on the product, and

the through rates on the basis of the entire outbound shipment being composed of corn and oats, were refunded to complainant. For a breach of the said contract, complainant brings suit. *Held,* that the agreement was in violation of the Interstate Commerce Act and its amendments and, therefore, void. *Lewis, Leonhardt & Co.* v. *Southern Ry. Co.* (C. C. A. 1914) 217 Fed. 321.

The privilege of stopping goods at certain points along the route to have something done on them, and of milling in transit, is not something that a shipper can demand as of right, but is in the nature of a privilege, which enters into and forms a part of the service covered by the rate, and should, therefore, be specified in the published tariffs, *Unlawful Rates in Trans. Cotton by K. C. M. & B. R. R. Co.,* 8 I. C. C. R. 121; *Shiel & Co.* v. *Ill. Cent. R. R. Co.,* 12 I. C. C. R. 211; *Diamond Mills* v. *B. & M. R. Co.,* 9 I. C. C. R. 315. This privilege is, accordingly, one in respect to which the usual rules against discrimination would be in force. Nor would it be legal to make use of it to evade the rule against departing from the published rates. There can legally be no such departure from the published tariffs, *New Haven R. R. Co.* v. *I. C. C.,* 200 U. S. 361. Any device or plan whereby merchandise is transported for less than the published rates, or any advantage given to, or discrimination made in favor of, any shipper is forbidden by the Interstate Commerce Act and its amendments, *Armour Packing Co.* v. *U. S.,* 209 U. S. 56. If, therefore, the effect of the arrangement in the instant case would be to cause a departure from the published rates on any of the constituent elements of the feed, the arrangement would violate the Act. Since the rate on the basis of the milling-in-transit privilege extended to the entire product, and since the product thus shipped was composed of but 50% of the oats and corn to which such rates were properly applicable, the result would be that the benefit of such rates would extend beyond the oats and corn to the other constituent elements in the product. This resulted in making the real final rate on the inbound shipments of such other elements less than the published rates thereon, since the gain on the corn and oats elements was thus partially distributed over the transportation costs of the other elements. This departure from the published rates, therefore, made the entire agreement void. It is furthermore doubtful whether the circumstances of the case, with the various raw materials coming from various localities, give an adequate basis for the application of the milling-in-transit privilege in view of the limitations placed upon it; see *G. R. & I. R. R. Co.* v. *U. S.,* 212 Fed. 577, and *Nicholas & Cox Lumber Co.* v. *U. S.,* Id. 588. The instant case furnishes another example of the great variety in form of the attempts, with wrongful intent or otherwise, to accomplish ends inconsistent with the Commerce Act. For further illustrations of this in recent times, see *U. S.* v. *Union Stock Yard,* 226 U. S. 286; *C. & A. Ry. Co.* v. *U. S.,* 156 U. S. 558; *C. C. C. & St. L. Ry. Co.* v. *Hirsch,* 204 Fed. 849.

CONSTITUTIONAL LAW—CENSORSHIP OF MOVING PICTURES AS DUE PROCESS OF LAW.—Statutes in Ohio and Kansas provided for the censoring and approval, by a board or officer, of all motion picture films exhibited in the